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#### Contract Database Metadata Elements

Title: **Springs Union Free School District and Springs Custodial Unit, Springs Teachers Association, NYSUT, AFT, AFL-CIO (2006)**

Employer Name: **Springs Union Free School District**

Union: **Springs Custodial Unit, Springs Teachers Association, NYSUT, AFT, AFL-CIO**

Local:

Effective Date: **07/01/06**

Expiration Date: **06/30/11**

PERB ID Number: **8269**

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CUS/8269

AGREEMENT BETWEEN THE BOARD OF EDUCATION OF  
THE SPRINGS UNION FREE SCHOOL DISTRICT OF EAST HAMPTON  
AND  
THE SPRINGS CUSTODIAL UNIT  
JULY 1, 2006 THROUGH JUNE 30, 2011

**RECEIVED**

NOV 30 2006

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**This agreement is made as of the 6<sup>th</sup> day of April 2006 between Springs Union Free School District and the Springs Custodial Unit**

## **ARTICLE I – RECOGNITION**

The parties hereto agree that NYSUT/AFT/AFL-CIO is granted exclusive recognition for the purposes of unchallenged representational status for the maximum period under the provisions of the Public Employees Fair Employment Act for all full-time and part-time custodians. The Springs Teachers Association is granted the exclusive recognition for the purpose of unchallenged representational status at the discretion of the Springs Custodial Unit.

## **ARTICLE II – DURATION**

This agreement covers the five (5) year period commencing July 1, 2006 and ending June 30, 2011.

## **ARTICLE III – REPRESENTATION**

The Springs Custodial Association represents that it is an unincorporated association, affiliated with NYSUT/AFT/AFL-CIO, and that it will provide the District with the names and addresses of its officers on or before the 1<sup>st</sup> day of September of each school year covered by this agreement. The Custodial Association agrees to inform the District, in writing, of any change in officers within one (1) week of such change.

## **ARTICLE IV – COMPENSATION**

Compensation for the 2006–07, 2007–08, 2008–09, 2009–10, 2010–11 school years shall be in accordance with the salary schedule annexed hereto as Exhibit A. In addition, members get a \$600 per year clothing allowance for custodial uniforms.

## **ARTICLE V – HOURS OF WORK**

The work-week for the day shift shall be eight (8) hours per day, Monday through Friday not including one hour for lunch. The day shift start time shall be as early as 7:00 am, but regardless of the start time, will be an eight (8) hour day. The work-week for the evening shift shall be a 7 hour- day, Monday through Friday, beginning at 3:30 PM and ending at 11:00 PM not including a one-half hour lunch. The Head Custodian, in consultation with the Superintendent, will establish the work schedule.

In the event an employee is called in to work on a Saturday, it is agreed that the minimum time of such a call-in shall be two hours, and the rate of pay shall be time and one-half of the base pay. It is further agree that if such a call-in occurs on a Sunday, or holiday, the minimum time of such a call – in shall be two hours and the rate of pay shall be double-time of the base pay.

The Head Custodian is required, as part of his duties, to monitor the security and condition of the school building on

- Saturdays and Sundays of all weekends
- All holidays set forth in Article VII below
- On an "as needed" basis on any day or night in the event of an emergency, activation of the alarms or other condition needing immediate attention.

Monitoring the condition of the school building shall include, but not be limited, checking the status of heating/cooling systems and examining the grounds for security breaches, broken windows or doors and ensuring that windows and doors are closed and locked.

The Head Custodian will receive an additional three weeks vacation in lieu of the paid vacation days. It is further agreed that if the Head Custodian takes any of the paid vacation days listed I Article VIII, they will be charged against these three weeks vacation. The Head Custodian will arrange coverage for monitoring and securing the building during all his/her vacation days, including those indicated with "as needed."

#### **ARTICLE VI – SENIORITY**

Seniority is based upon continuous employment from the date of the commencement of the last employment in the Springs UFSD for all covered employees. The parties generally accept the principle of seniority in determining the individual employee preference and vacation, lay-off and rehiring, where applicable. As to advancement, except where otherwise provided by Civil Service Law, promotions shall be based upon the following factors:

- Meeting minimum job qualifications
- Ability to do the job
- Seniority

In cases where qualifications and ability are judged to be equal by the Superintendent, seniority will govern. New positions and openings will be posted in the appropriate places.

#### **ARTICLE VII – VACATIONS**

Employees shall be entitled to two (2) weeks of paid vacation annually, at the convenience of the District, during the first five (5) years of employment. Such vacation shall be increased to three (3) weeks for years six (6) through ten (10) of employment, four (4) weeks commencing in year eleven (11) through fourteen, and 5 weeks commencing with year fifteen (15). During any given year, vacation leave shall be credited, pro – rata at a rate determined by the employee's years of service. The formula for determining accrual of vacation in a given year is 365 divided by the number vacation days the employee receives based on the years of service.

## **ARTICLE VIII-PAID HOLIDAYS**

Employees shall receive during the term of this contract, the following paid holidays: INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, VETERANS DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE, CHRISTMAS DAY, NEW YEARS EVE DAY, NEW YEARS DAY, PRESIDENTS DAY, MEMORIAL DAY, GOOD FRIDAY, AND MARTIN LUTHER KING DAY.

At the sole discretion of the Superintendent, based upon workload, employees may be granted the Friday after Christmas Day and the Friday after new years Day shall these holidays fall on a Thursday.

## **ARTICLE IX – SICK< PERSONAL AND BEREAVEMENT LEAVE**

Employees shall be entitle to fifteen (15) days of sick leave a year, cumulative to two hundred and twenty days (220). Two (2) days of such leave time in any fiscal year m,ay be taken for personal reasons. Such days are to be used to attend to emergencies or other urgent personal business or family obligations, which cannot be transacted during non-workinghours.l Sick leave shall be credited at the rate of one (1) sick day for every twenty four (24) days.

Additional leave days may be granted to cover unforeseen family problems such as serious illness in the family.

Employees may be entitled to five (5) bereavement days for immediate family members, mother, father, brothers, sisters, grandparents, or children. Employees shall be entitled to two days for aunts, uncles or cousins.

## **ARTICLE X-HEALTH AND DENTAL INSURANCE**

The District shall maintain in full forcxe and effect, health and dental insurance policies covering all full time employees employed by the District for more than four months, their dependents and domestic partners ( as defined by the attched document) and all those retired employees who have fifteen (15) years of service, or who are on staff on 7/1/1988. New employees shall not be eligible for health benefits until their 5<sup>th</sup> month of employment with the Distrcit.

All full-time employees enrolled in the District's health and dental plans shall contribute towards the premium of such plans in an amount equal to the lesser of two (2) percent of their base salary, or ten (10) percent of the cost of the premium, which ever is less.

Except as otherwise set forth in the addendums annexed hereto, which are dated December 21, 1998, upon retirement all employees shall contribute toward health and dental premiums at the same level which they ciontributed to such premiums just prior to retirement.

The medical plan shall be the New York State Employees Empire Plan. The dental plan shall be the Hartford Insurance Dental Plan, GRD-204008, or equal.

Full-time employees are those who work a regularly-schedule work week of twenty (20) hours or more and who are paid at least two thousand dollars (\$2,000) per year on an annual salary basis, or who are paid appointed officers or persons whose major source of family income is from this public employment. In the latter instance, the burden of proof is upon the employee.

Employees who are eligible to receive health insurance coverage through the District may opt not to be covered by the District. Employees who elect to be covered for the health insurance by the District will be paid 50% of the family premium if the employee had family coverage.

Employees that opt out of the District's health insurance are entitled to re-enroll in the District's health insurance plan. Re-enrollment shall be subject to any timing requirements imposed by the district's health insurance carrier. When the employee re-enrolls in the health insurance plan, he/she shall make the contribution set forth in paragraph 2 of this Article and any payments for opting out of coverage shall be reduced by the time period in which he/she re-enroll.

#### **ARTICLE XI – RETIREMENT**

The District will contribute to the New York State Employment retirement system for covered employees as required by law.

All current full-time employees, upon retirement, shall receive terminal leave pay amounting to one (1) full day's pay for every three (3) days of accumulated sick leave up to a maximum of one hundred and eighty days (180) of accumulated sick leave for a total minimum of sixty days (60) of terminal leave pay.

Those employees who were employed on July 1, 1998 will receive terminal leave pay of one (1) full day's pay for every two (2) days of accumulated sick leave up to a maximum of one hundred and eighty days (180) of accumulated sick leave for a total maximum of 90 days (90) of terminal leave pay.

#### **ARTICLE XII – JURY DUTY**

Employees who are required to serve on jury duty shall receive full pay, without deduction from leave time. Such employees shall be required to turn over to the District his/her juror's pay, but not mileage expenses.

### **ARTICLE XIII – GRIEVANCE PROCEDURE**

Within fifteen (15) working days of an occurrence, alleged to be a grievance, the employee may orally or formally, in writing, confer with the Superintendent, who shall respond either orally or formally, in writing, within ten (10) working days.

In the event the matter is not satisfactorily resolved at the initial level, the grievant may appeal to the Board of Education in writing. If the grievance is received two weeks prior to the next regular board meeting, the Board will consider such grievance at such meeting. The Board will determine the matter within thirty (30) days thereafter, and such determination will be final.

The employee may be represented at all stages of the grievance procedure if he/she chooses.

### **ARTICLE XIV – PAST PRACTICES**

The parties agree between themselves that written Board policies, not modified by the terms of this agreement relating to terms and conditions of employment, shall remain in full force and effect.

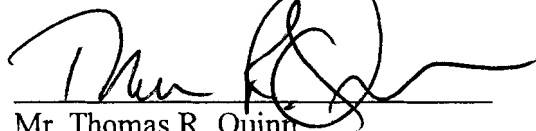
### **ARTICLE XV – SUBSTITUTE CUSTODIAN**

The District will make every effort to employ a substitute custodian in an existing employee is sick or unable to attend work for more than five (5) working days subject to the approval of the Superintendent. It shall be the responsibility of the Head Custodian to recruit candidates to act as substitute custodian, subject to the approval of the Superintendent.

### **ARTICLE – XVI CHILD CARE LEAVE**

A custodian shall be granted, upon request, a one (1) year leave of absence without pay for the purpose of childcare. A longer leave of absence may be granted at the discretion of the Board of Education. In an unusual and or emergency case, the Board, upon request of the custodian, may, at its discretion, waive all of the provisions with respect to child care leave provided, however, the custodian notifies the Superintendent of Schools of his/her intent to return earlier than previously expected and the reasons therefore.

**SPRINGS UNION FREE SCHOOL DISTRICT**



Mr. Thomas R. Quinn  
Superintendent

8/15/06

Date

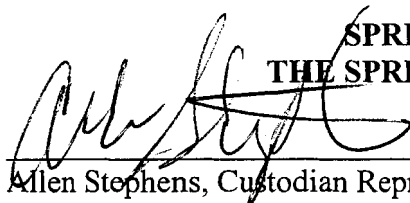


Mr. Christopher Kelley

8/15/06

Date

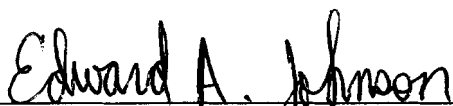
**SPRINGS CUSTODIAN UNIT OF  
THE SPRINGS TEACHERS ASSOCIATION**



Allen Stephens, Custodian Representative

8/15/06

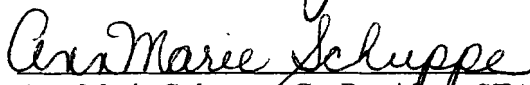
Date



E. Andre Johnson, Custodian Representative

8/25/06

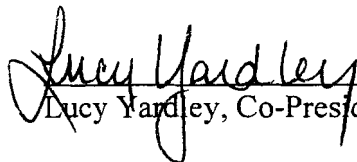
Date



Ann Marie Schuppe, Co-President, STA

8/16/06

Date



Lucy Yardley, Co-President, STA

8/16/06

Date



**ADDENDUM TO THE 1995-2001  
COLLECTIVE BARGAINING AGREEMENT**

This is an agreement by and between the SPRINGS UNION FREE SCHOOL DISTRICT and CARL CREASER, an employee of the School District.

In consideration of the services rendered by, CARL CREASER, as an employee for the past 11 years and upon the event of his retirement, the SPRINGS UNION FREE SCHOOL DISTRICT hereby agrees to pay no less than 100% of the premiums for health and dental benefits for CARL CREASER and his dependents for the remainder of his life.

It is understood by the parties that the term "health benefits" is intended to mean:

The same level of health benefits in effect for employees who are actively employed by the District pursuant to the applicable Collective Bargaining Agreement.

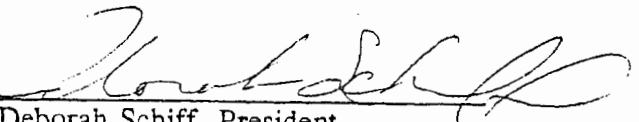
The School District specifically recognizes that CARL CREASER has relied upon the promise contained herein by the School District to pay the aforesaid benefit costs for the lifetime of CARL CREASER and his dependents.

By signature which appears below, the SPRINGS UNION FREE SCHOOL DISTRICT acknowledges that this agreement has been adopted by a formal resolution of the SPRINGS UNION FREE SCHOOL DISTRICT at a duly-constituted meeting of the Board of Education.

Dated: December , 1998  
Spirings , N.Y.

  
\_\_\_\_\_  
CARL CREASER

BOARD OF EDUCATION OF THE  
SPRINGS UNION FREE SCHOOL  
DISTRICT

By:   
\_\_\_\_\_  
Deborah Schiff, President

**ADDENDUM TO THE 1995-2001  
COLLECTIVE BARGAINING AGREEMENT**

This is an agreement by and between the SPRINGS UNION FREE SCHOOL DISTRICT and JOHN McNALLY, an employee of the School District.

In consideration of the services rendered by, JOHN McNALLY, as an employee for the past 11 years and upon the event of his retirement, the SPRINGS UNION FREE SCHOOL DISTRICT hereby agrees to pay no less than 100% of the premiums for health and dental benefits for JOHN McNALLY and his dependents for the remainder of his life.

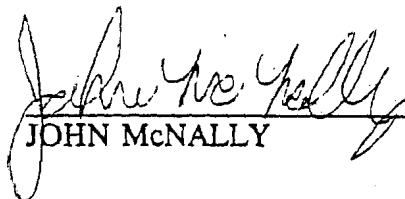
It is understood by the parties that the term "health benefits" is intended to mean:

The same level of health benefits in effect for employees who are actively employed by the District pursuant to the applicable Collective Bargaining Agreement.

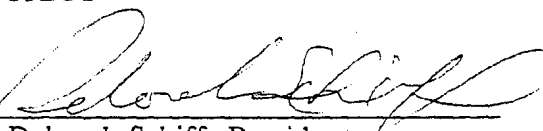
The School District specifically recognizes that JOHN McNALLY has relied upon the promise contained herein by the School District to pay the aforesaid benefit costs for the lifetime of JOHN McNALLY and his dependents.

By signature which appears below, the SPRINGS UNION FREE SCHOOL DISTRICT acknowledges that this agreement has been adopted by a formal resolution of the SPRINGS UNION FREE SCHOOL DISTRICT at a duly-constituted meeting of the Board of Education.

Dated: December , 1998  
Springs, N.Y.

  
\_\_\_\_\_  
JOHN McNALLY

BOARD OF EDUCATION OF THE  
SPRINGS UNION FREE SCHOOL  
DISTRICT

By:   
\_\_\_\_\_  
Deborah Schiff, President

**ADDENDUM TO THE 1995-2001  
COLLECTIVE BARGAINING AGREEMENT**

This is an agreement by and between the SPRINGS UNION FREE SCHOOL DISTRICT and EUNICE BENNETT, an employee of the School District.

In consideration of the services rendered by, EUNICE BENNETT, as an employee for the past 11 years and upon the event of her retirement, the SPRINGS UNION FREE SCHOOL DISTRICT hereby agrees to pay no less than 100% of the premiums for health and dental benefits for EUNICE BENNETT and her dependents for the remainder of her life.

It is understood by the parties that the term "health benefits" is intended to mean:

The same level of health benefits in effect for employees who are actively employed by the District pursuant to the applicable Collective Bargaining Agreement.

The School District specifically recognizes that EUNICE BENNETT has relied upon the promise contained herein by the School District to pay the aforesaid benefit costs for the lifetime of EUNICE BENNETT and her dependents.

By signature which appears below, the SPRINGS UNION FREE SCHOOL DISTRICT acknowledges that this agreement has been adopted by a formal resolution of the SPRINGS UNION FREE SCHOOL DISTRICT at a duly-constituted meeting of the Board of Education.

Dated: December , 1998  
Springs, N.Y.

Eunice Bennett  
EUNICE BENNET

BOARD OF EDUCATION OF THE  
SPRINGS UNION FREE SCHOOL  
DISTRICT

By: Deborah Schiff  
Deborah Schiff, President

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**ADDENDUM TO THE 1995-2001  
COLLECTIVE BARGAINING AGREEMENT**

This is an agreement by and between the SPRINGS UNION FREE SCHOOL DISTRICT and BOB SAAR, an employee of the School District.

In consideration of the services rendered by, BOB SAAR, as an employee for the past 11 years and upon the event of his retirement, the SPRINGS UNION FREE SCHOOL DISTRICT hereby agrees to pay no less than 100% of the premiums for health and dental benefits for BOB SAAR and his dependents for the remainder of his life.

It is understood by the parties that the term "health benefits" is intended to mean:

The same level of health benefits in effect for employees who are actively employed by the District pursuant to the applicable Collective Bargaining Agreement.

The School District specifically recognizes that BOB SAAR has relied upon the promise contained herein by the School District to pay the aforesaid benefit costs for the lifetime of BOB SAAR and his dependents.

By signature which appears below, the SPRINGS UNION FREE SCHOOL DISTRICT acknowledges that this agreement has been adopted by a formal resolution of the SPRINGS UNION FREE SCHOOL DISTRICT at a duly-constituted meeting of the Board of Education.

Dated: December , 1998  
Spirings, N.Y.

Bob Saar  
BOB SAAR

BOARD OF EDUCATION OF THE  
SPRINGS UNION FREE SCHOOL  
DISTRICT

By: Deborah Schiff  
Deborah Schiff, President



## CUSTODIAL SALARY SCHEDULES

		3.50%	3.25%	3.25%	3.25%	3.50%
STEP	05-06	06-07	07-08	08-09	09-10	10-11
1.0	34,713	35,928	37,096	38,302	39,547	40,931
2.0	37,525	38,838	40,100	41,403	42,749	44,245
3.0	39,389	40,768	42,093	43,461	44,873	46,444
4.0	41,181	42,622	44,007	45,437	46,914	48,556
5.0	42,215	43,693	45,113	46,579	48,093	49,776
6.0	43,151	44,661	46,112	47,611	49,158	50,879
7.0	44,468	46,024	47,520	49,064	50,659	52,432
8.0	45,404	46,993	48,520	50,097	51,725	53,535
9.0	46,533	48,162	49,727	51,343	53,012	54,867
10.0	47,656	49,324	50,927	52,582	54,291	56,191
11.0	48,596	50,297	51,932	53,620	55,363	57,301
12.0	49,446	51,177	52,840	54,557	56,330	58,302
13.0	50,186	51,943	53,631	55,374	57,174	59,175
14A	50,814	52,592	54,301	56,066	57,888	59,914
14B	50,814	52,592	54,301	56,066	57,888	59,914
15A	51,323	53,119	54,845	56,627	58,467	60,513
15B	51,323	53,119	54,845	56,627	58,467	60,513
16A		53,518	55,257	57,053	58,907	60,969
16B		53,518	55,257	57,053	58,907	60,969
17A		53,785	55,533	57,338	59,201	61,273
17B		53,785	55,533	57,338	59,201	61,273

YOS	HEAD CUSTODIAN STIPEND					
1->2	9,048	12,000	12,000	12,000	12,000	12,000
3->7	9,613	18,000	18,000	18,000	18,000	18,000
8->13	10,179	22,000	22,000	22,000	22,000	22,000

7/1/06 Addendum

As per Article X, the definition of ‘domestic partner’ is as follows:  
A person registered as a domestic partner in the municipality in which the domestic partners reside. In the event the municipality of domicile does not provide for the registration of domestic partners, a domestic partner must submit a notarized affidavit of domestic partner status to the Superintendent.